

350UD

Motion for Relief from Stay (Unlawful Detainer) - Page 2 of \_\_\_\_

F 4001-1M.UD

In re LENA MARSHALL	(SHORT TITLE)	Debtor(s).	CHAPTER: 13 CASE NO.: LA05-30610 BB
------------------------	---------------	------------	----------------------------------------

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY  
(Unlawful Detainer)**

**(MOVANT: JOSEPH KONOWIECKI )**

1. **The Property at Issue:** Movant moves for relief from the automatic stay to obtain possession of the residential or nonresidential premises at the following address (the "Property"):

Street Address: 1122 STANLEY AVE #6

Apartment/Suite No.:

City, State, Zip Code: LONG BEACH CA 90804

The Property is:    ☒ Residential                      ☐ Nonresidential

2. **Case History:**

a.    ☒ A voluntary                      An involuntary                      petition under Chapter                      7                      11                      12                      ☒ 13  
was filed on (specify date): 9/8/05

b.                      An Order of Conversion to Chapter                      7                      11                      12                      13  
was entered on (specify date):

c.                      Plan was confirmed on (specify date):

d.                      Other bankruptcy cases affecting this Property have been pending within the past two years. See attached Declaration.

3. **Grounds for Relief from Stay:**

a.    ☒ Pursuant to 11 U.S.C. § 362(d)(1), cause exists because, as of petition date, Debtor(s) had no right to continued occupancy of the premises, as follows:

- (1)                      An unlawful detainer judgment in favor of Movant was entered prepetition.
- (2)    ☒ An unlawful detainer proceeding was commenced prepetition.
- (3)                      Movant acquired title to the premises by foreclosure sale prepetition and recorded the deed within the period provided by state law for perfection.
- (4)                      Movant acquired title to the premises by foreclosure sale postpetition and recorded the deed within the period provided by state law for perfection.
- (5)                      The lease or other right of occupancy expired by its terms prepetition.
- (6)                      The lease has been rejected or deemed rejected by operation of law.
- (7)    ☒ Lease payments have not been made since the filing of the petition.

b.    ☒ Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) has/have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary to an effective reorganization.

c.    ☒ The bankruptcy case was filed in bad faith to delay, hinder or defraud Movant.

- (1)    ☒ Movant is the only creditor or one of very few creditors listed on the master mailing matrix.
- (2)                      Other bankruptcy cases have been filed asserting an interest in the same property.
- (3)                      The Debtor(s) filed what is commonly referred to as a "face sheet" filing of only a few pages consisting of the Petition and a few other documents. No Schedules or Statement of Affairs (or Chapter 13 Plan, if appropriate) has been filed.

(Continued on next page)

Motion for Relief from Stay (Unlawful Detainer) - Page 3 of \_\_\_\_\_

**F 4001-1M.UD**

In re LENA MARSHALL	(SHORT TITLE)	Debtor(s).	CHAPTER: 13 CASE NO.: LA05-30610 BB
------------------------	---------------	------------	----------------------------------------

**4. Evidence in Support of Motion: (Important Note: Declaration(s) in support of the Motion MUST be attached hereto.)**

- X Movant submits the attached Unlawful Detainer Declaration to provide evidence in support of this Motion pursuant to Local Bankruptcy Rules.

Other Declaration(s) are also attached in support of this Motion.

**WHEREFORE, Movant prays that this Court issue an Order granting the following (specify forms of relief requested):**

1. Termination of the stay to allow Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to obtain possession of the Property.
2. Annulment of the stay so that the filing of the bankruptcy petition does not affect postpetition acts, as set forth in the attached Declaration(s).
3. Alternatively, if immediate relief from stay is not granted with respect to the Property because the Property is the subject of a lease that may be assumable:
  - a. Establishment of a deadline for assumption or rejection of the lease.
  - b. Adequate protection in the form of regular payments at the lease rate from petition date until assumption or rejection of the lease.
4. Additional provisions requested:
  - a. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
  - b. Termination or modification of the Co-debtor Stay of 11 U.S.C. § 1201 or § 1301 as to the above-named co-debtor, on the same terms and conditions.
  - c. X That the 10-day stay prescribed by Bankruptcy Rule 4001(a)(3) be waived.
  - d. That Extraordinary Relief be granted as set forth in the Attachment (attach *Optional Court Form F 4001-1M.ER*).
  - e. For other relief requested, see attached continuation page.

Dated: 10/3/05

Respectfully submitted,

JOSEPH KONOWIECKI

Movant Name

Law Office of BRUCE MENKE

Firm Name of Attorney for Movant (if applicable)

By: [Signature]

Signature

Name: BRUCE MENKE

Typed Name of Individual Movant or Attorney for Movant

JOSEPH KONOWIECKI

Motion for Relief from Stay (Unlawful Detainer) - Page 4 of \_\_\_\_\_

**F 4001-1M.UD**

In re LENA MARSHALL	(SHORT TITLE)	CHAPTER: 13 CASE NO.: LA05-30610 BB
Debtor(s).		

**UNLAWFUL DETAINER DECLARATION**  
**(MOVANT: JOSEPH KONOWIECKI)**

I, BRUCE MENKE, declare as follows:  
(Print Name of Declarant)

1. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Movant's interest in the residential or nonresidential real property that is the subject of this Motion ("Property") because:
  - I am the Movant and owner of the Property.
  - I manage the Property as the authorized agent for the Movant.
  - I am employed by Movant as (state title and capacity):
  - X Other (specify): I AM THE ATTORNEY FOR MOVANT, JOSEPH KONOWIECKI
2. I am one of the custodians of the books, records and files of Movant as to those books, records and files that pertain to the rental of this Property. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the Court if required.
3. The address of the Property that is the subject of this Motion is:
  - Street Address: 1122 STANLEY AVE #6
  - Apartment/Suite No.:
  - City, State, Zip Code: LONG BEACH CA 90804
4. Movant is the legal owner of the Property, or the owner's legally authorized agent. A true and correct copy of the Trustee's Deed upon Sale, lease, rental agreement, or other document evidencing Movant's interest in the Property is attached as Exhibit \_\_\_\_\_. A true and correct copy of any applicable document establishing Movant's authority as agent for the owner is attached as Exhibit \_\_\_\_\_.
5. The Property is: X residential property nonresidential property
  - a. Debtor(s) occupies the Property
    - X on a month-to-month tenancy pursuant to a lease that is in default
    - after a foreclosure sale on: \_\_\_\_\_ other (specify):
  - b. X Debtor(s) has/have failed to pay the monthly rent of \$ 775 since the following date (specify date): 7/1/05

(Continued on next page)

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

Motion for Relief from Stay (Unlawful Detainer) - Page 5 of \_\_\_\_\_

F 4001-1M.UD

In re LENA MARSHALL  Debtor(s).	(SHORT TITLE)  CHAPTER: 13 CASE NO.: LA05-30610 BB
------------------------------------------	-------------------------------------------------------------

- c. In addition, Debtor(s) has/have failed to pay other obligations under the lease, including the following (See attached continuation page for itemization):
- (1) Common area maintenance charges
  - (2) Property taxes
  - (3) For additional obligations, see attached continuation page.
6. Debtor's(s) bankruptcy petition in this case was filed on (specify date): 9/8/05
7. Procedural status (indicate all that apply, and provide dates for completed steps):
- a. ☒ Movant caused a Notice to Quit to be served upon the Debtor(s) on (specify date): 7/11/05  
A true and correct copy of which is attached hereto as Exhibit 1
  - b. ☒ Before the filing of the petition, Movant had commenced an unlawful detainer proceeding in state court and completed the following:
    - (1) ☒ Movant filed a Complaint for Unlawful Detainer against the Debtor(s), a true and correct copy of which is attached as Exhibit 2, on (specify date): 7/19/05
    - (2) Trial was held on (specify date):
    - (3) An Unlawful Detainer Judgment against the Debtor(s), a true and correct copy of which is attached as Exhibit \_\_\_\_\_, was entered on the Complaint for Unlawful Detainer on (specify date):
    - (4) A Writ of Possession for the Property, a true and correct copy of which is attached as Exhibit \_\_\_\_\_, was issued by the state court on (specify date):
  - c. The lease was rejected on \_\_\_\_\_ (date):
    - (1) by operation of law.
    - (2) by Order of the Court.
  - d. ☒ The regular lease payments have not been made since the filing of the petition.
8. ☒ Debtor(s) has/have no equity in the Property because Debtor(s) does/do not have a lease interest that could be assumed or assigned under 11 U.S.C. § 365.
9. ☒ The Property is not necessary to an effective reorganization because (specify):
- a. ☒ The Property is residential and is not producing income for the Debtor(s).
  - b. The Property is commercial, but no reorganization is reasonably in prospect.
  - c. Other (specify):
10. ☒ The bankruptcy case was filed in bad faith to delay, hinder or defraud Movant.
- a. ☒ Movant is the only creditor or one of very few creditors listed on the master mailing matrix.
  - b. Other bankruptcy cases have been filed asserting an interest in the same property.
  - c. The Debtor(s) filed what is commonly referred to as a "face sheet" filing of only a few pages consisting of the Petition and a few other documents. No Schedules or Statement of Affairs (or Chapter 13 Plan, if appropriate) has been filed.
  - d. Other (specify):

(Continued on next page)

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

Motion for Relief from Stay (Unlawful Detainer) - Page 6 of \_\_\_\_\_

**F 4001-1M.UD**

In re LENA MARSHALL	(SHORT TITLE)	Debtor(s).	CHAPTER: 13 CASE NO.: LA05-30610 BB
------------------------	---------------	------------	----------------------------------------

11. Other bankruptcy cases that have prevented Movant from recovering possession of this Property include the following:
- a. Case Name:  
Case Number: Chapter:  
Date Filed: Date Dismissed:  
Relief from stay re this Property was was not granted.
  - b. Case Name:  
Case Number: Chapter:  
Date Filed: Date Dismissed:  
Relief from stay re this Property was was not granted.
  - c. See attached continuation page for more information about other cases.
12. Movant seeks annulment of the automatic stay so that the filing of the bankruptcy petition does not affect any and all of the actions set forth in paragraph 7 that were taken after the filing of the bankruptcy petition in this case.
- a. These actions were taken by Movant without knowledge of the bankruptcy filing, and Movant would have been entitled to relief from stay to proceed with these actions.
  - b. Although Movant knew about the bankruptcy filing, Movant had previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting this Property as set forth in paragraph 11 above.
  - c. For other facts justifying annulment, see attached continuation page.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on 10/3, 2005, at LONG BEACH (city, state).

BRUCE MENKE

Print Declarant's Name

  
Signature of Declarant

1 Bruce Menke #116014  
Law Office of Bruce Menke  
2 5000 E. Spring St #405  
Long Beach CA 90815  
3 (562) 496-4300

4  
5 Attorney for Movant

6 UNITED STATES BANKRUPTCY COURT  
7 CENTRAL DISTRICT OF CALIFORNIA

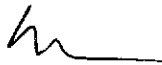
8 In re: Lena Marshall	)	BK # LA05-30610 BB
Debtor	)	Chapter 13
9	)	
10 Joseph Konowiecki	)	Proof of Service of
Movant	)	Notice of Motion and Motion
11 v.	)	
12 Lena Marshall	)	Date: 10/18/05
Respondent	)	Time: 10:00 am
	)	Ctrm: 1475
	)	Floor: 14th

13  
14 1. I, Richard Tavares, hereby declare that I am over the age of 18 and not a party to this  
15 action. My business address is 235 E. Broadway #211, Long Beach CA 90802, (562) 997-9690. I  
16 am a registered California process server, registration #5260, Los Angeles County.

17 2. TELEPHONIC NOTICE: (i) On Monday, 10/3/05, at 1:00 pm., I attempted to give  
18 telephonic notice to the debtor, Lena Marshall, as follows: I looked on her bankruptcy petition  
19 for her telephone number, and discovered that the debtor put the word "none" in place of a  
20 telephone number. I looked at the Prejudgement Claim and Answer filed in the UD case, and the  
21 debtor also put the word "none" in place of a telephone number. I looked in the Long Beach  
22 Phone Directory for a Lena Marshall, or a L. Marshall, and there wasn't any. I don't believe any  
23 further investigation is warranted. Under the circumstances, telephonic notice must be waived.

24 3. PERSONAL SERVICE OF NOTICE: (i) On Monday, 10/3/05, at 3:30 p.m., I  
25 personally served Lena Marshall at 1122 Stanley Ave #6, Long Beach CA 90804 with a true and  
26 correct copy of the Notice of Motion and Motion for Relief from the Automatic Stay.

27 Declared under penalty of perjury under the laws of the United States of America on 10/3/05 at  
28 Long Beach CA.

  
Richard Tavares

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Address, Telephone No., FAX No. (Optional)) <b>MENKE LAW FIRM, APC</b> <b>BRUCE R. MENKE</b> <b>5000 E. SPRING STREET, SUITE 405</b> <b>LONG BEACH, CA 90815</b> TELEPHONE NO.: (562) 496-4300 FAX NO. (Optional): (562) 496-4500 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>PLAINTIFF</b>	FOR COURT USE ONLY  <b>CONFIRMED COPY</b> OF ORIGINAL FILED Los Angeles Superior Court  <b>JUL 19 2005</b> John A. Clarke, Clerk Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 415 W. OCEAN BLVD MAILING ADDRESS: SAME CITY AND ZIP CODE: LONG BEACH, CA 90802 BRANCH NAME: LONG BEACH JUDICIAL DISTRICT	By _____
PLAINTIFF: JOSEPH KONOWIECKI  DEFENDANT: KIMBERLY HOLLAND, MIRACLE HOLLAND  <input checked="" type="checkbox"/> DOES 1 TO 10, INCLUSIVE	CASE NUMBER <b>56-2080</b>
<b>COMPLAINT — UNLAWFUL DETAINER*</b> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):	
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1. PLAINTIFF (name each): JOSEPH KONOWIECKI

alleges causes of action against DEFENDANT (name each): KIMBERLY HOLLAND, MIRACLE HOLLAND

2. a. Plaintiff is    (1) ☒ an individual over the age of 18 years.    (4) ☐ a partnership.  
                               (2) ☐ a public agency.    (5) ☐ a corporation.  
                               (3) ☐ other (specify):

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
 1122 STANLEY AVENUE, #6, LONG BEACH, CA 90804

4. Plaintiff's interest in the premises is ☒ as owner    ☐ other (specify):

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): 7/29/04    defendant (name each): KIMBERLY HOLLAND, MIRACLE HOLLAND

- (1) agreed to rent the premises as a ☒ month-to-month tenancy    ☐ other tenancy (specify):  
 (2) agreed to pay rent of \$ 775.00 payable ☒ monthly    ☐ other (specify frequency):  
 (3) agreed to pay rent on the ☒ first of the month    ☐ other day (specify):

b. This ☒ written    ☐ oral agreement was made with

- (1) ☐ plaintiff.    (3) ☐ plaintiff's predecessor in interest.  
 (2) ☒ plaintiff's agent.    (4) ☐ other (specify):

\*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).



PLAINTIFF (Name): JOSEPH R. WIECKI  
Main Document Page 9 of 11

CASE NUMBER:

DEFENDANT (Name): KIMBERLY HOLLAND, MIRACLE HOLLAND  
DOES 1 TO 10, INCLUSIVE

6. c. ☐ The defendants not named in item 6a are

- (1) ☐ subtenants.  
(2) ☐ assignees.  
(3) ☐ other (specify):

d. ☐ The agreement was later changed as follows (specify):

e. ☐ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. ☒ (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.  
(2) ☒ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☒ a. Defendant (name each): KIMBERLY HOLLAND, MIRACLE HOLLAND

was served the following notice on the same date and in the same manner:

- (1) ☒ 3-day notice to pay rent or quit  
(2) ☐ 30-day notice to quit  
(3) ☐ 60-day notice to quit  
(4) ☐ 3-day notice to perform covenants or quit  
(5) ☐ 3-day notice to quit  
(6) ☐ Other (specify):

b. (1) On (date): 7/15/05 the period stated in the notice expired at the end of the day.  
(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. ☒ The notice included an election of forfeiture.

e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) ☐ by personally handing a copy to defendant on (date):  
(2) ☐ by leaving a copy with (name or description): \_\_\_\_\_, a person of suitable age and discretion, on (date): \_\_\_\_\_ at defendant's ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on (date): \_\_\_\_\_ because defendant cannot be found at defendant's residence or usual place of business.  
(3) ☒ by posting a copy on the premises on (date): 7/12/05 ☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date): 7/12/05  
(a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
(b) ☒ because no person of suitable age or discretion can be found there.  
(4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date): \_\_\_\_\_  
(5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. ☐ (Name): \_\_\_\_\_ was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants named in item 7f is stated in Attachment 8c.

d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.

10. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 775.00

11. ☒ The fair rental value of the premises is \$ 25.83 per day.

PLAINTIFF (Name): JOSEPH KONC	Main Document Page 10 of 11	CASE NUMBER:
DEFENDANT (Name): KIMBERLY HOLLAND, MIRACLE HOLLAND DOES 1 TO 10, INCLUSIVE		

12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☒ A written agreement between the parties provides for attorney fees.
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

#### 17. PLAINTIFF REQUESTS

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. ☒ past-due rent of \$ 775.00
- d. ☒ reasonable attorney fees.
- e. ☒ forfeiture of the agreement.
- f. ☒ damages at the rate stated in item 11 from (date): 8/1/05 for each day that defendants remain in possession through entry of judgment.
- g. ☐ statutory damages up to \$600 for the conduct alleged in item 12.
- h. ☒ other (specify): FOR SUCH OTHER AND FURTHER RELIEF AS THE COURT MAY DEEM JUST AND PROPER

18. ☒ Number of pages attached (specify): 3

#### UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

a. Assistant's name:

b. Street address, city, and zip code:

c. Telephone No.:

d. County of registration:

e. Registration No.:

f. Expires on (date):

Date: 7/19/05

BRUCE R. MENKE

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

#### VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 7/19/05

SEE ATTACHED VERIFICATION

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

Long Beach, CA 90804  
122 437-3184, fax (562) 437-3185

# 3 DAY NOTICE TO PAY RENT OR QUIT

[California Code of Civil Procedure Section 1161(2)]

July 14, 2005

Kimberly Holland  
1122 Stanley Ave. #6  
Long Beach, Ca 90804

Property Code: 1122  
Unit Code: 1122 Stanley Ave. #6  
Tenant Code: HOLLANDX

Kimberly Holland  
To all Adults and all others in possession, PLEASE TAKE NOTE that WITHIN THREE (3) DAYS after the date of this notice, you are hereby required to PAY to Belmont Brokerage and Management, Inc., the rent on the premises, hereinafter described, of which you now hold possession, amounting to the sum of:

\$ 775.00

SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS

Summarized as follows:

775.00	due from	July 1	2005	to	July 31	2005
0.00	due from	June 1	2005	to	June 30	2005

Or quit and deliver up possession of the premises

The premises herein referred to is located in the City of Long Beach, Ca 90804, County of Los Angeles, designated as 1122 Stanley Ave. #6, Apartment 10. You are notified that if you do not comply with either of the above, the undersigned does hereby elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above described premises and Lessee will institute legal proceedings to recover rent and possession of said premises which could result in a Judgment against you including Rent, Hold-over Rent Damages, Costs and Attorney Fees together with Triple Damages as allowed by Law.

July 11, 2005

Joseph Korowicki  
(Owner)

NOTICE: payment due to the undersigned as provided for in the lease agreement. Payment must be made by Money Order or Cashier's Check. Please allow 48 hours for payment to be made.

Office open for payment 9:00 AM to 5:00 PM, Monday through Friday only.  
Rent Payable to: Belmont Brokerage & Management, Inc., 847 E. 4th St., Long Beach, Ca 90802 (562) 437-3184

As required by Law, you are hereby notified that A HABEAS CORPUS REPORT SUBMITTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A COURT REPORTING AGENCY IF YOU FAIL TO PAY ALL THE TERMS OF YOUR CREDIT OBLIGATION. CC 1161(1)

EXHIBIT 2